

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rockfish Seafood Grill, LLC		07/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Rockfish Acquisition Company
Street Address:	1845 Woodall Rogers Freeway
Internal Address:	Suite 1700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3000962	MAY THE FISH BE WITH YOU.
Registration Number:	2917430	FISH ON THE FLY
Registration Number:	2766936	FISH ON THE FLY
Registration Number:	2775746	GSNALOC
Registration Number:	2756378	GREAT SEAFOOD, NOT A LOT OF CLAMS
Registration Number:	2686180	ROCKFISH SEAFOOD GRILL
Registration Number:	2339806	ROCKFISH SEAFOOD GRILL

## CORRESPONDENCE DATA

Fax Number: (214)200-0384

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214.651.5116

Email: susan.myers@haynesboone.com

Correspondent Name: Haynes and Boone, LLP

TRADEMARK

REEL: 003826 FRAME: 0204

900112666

CH \$190.00 3000962

Address Line 1: 901 Main Street  
Address Line 2: Suite 3100  
Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:

19886.23

NAME OF SUBMITTER:

Andrew S. Ehmke

Signature:

/Andrew S Ehmke/

Date:

07/31/2008

Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of July 23, 2008, between Rockfish Seafood Grill, LLC, a Delaware limited liability company having its principal place of business at 801 E. Campbell Road, Suite 450, Richardson, Texas 75081 ("Assignor"), and Rockfish Acquisition Company, a Delaware corporation having its principal place of business at 1845 Woodall Rogers Freeway, Suite 1700, Dallas, Texas 75201 ("Assignee").

**WHEREAS**, Assignor owns the entire right, title, and interest in the trademarks and trademark registrations for the trademarks as set forth below (including any common law rights associated therewith) (collectively, the "Marks"):

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Type</b>	<b>Status</b>
MAY THE FISH BE WITH YOU	3,000,962	9/27/05	Federal	Active
FISH ON THE FLY	2,917,430	1/11/05	Federal	Active
FISH ON THE FLY	2,766,936	9/23/03	Federal	Active
GSNALOC	2,775,746	10/21/03	Federal	Active
GREAT SEAFOOD, NOT A LOT OF CLAMS	2,756,378	8/26/03	Federal	Active
ROCKFISH SEAFOOD GRILL	2,686,180	2/11/03	Federal	Active
ROCKFISH SEAFOOD GRILL	2,339,806	4/11/00	Federal	Active
ROCKFISH SEAFOOD GRILL	58,301	12/7/98	Texas	Active

**WHEREAS**, Assignor and Assignee entered into an Asset Purchase Agreement dated as of June 26, 2008 (the "Asset Purchase Agreement"), pursuant to which, on the Closing Date (as such term is defined in the Asset Purchase Agreement), Assignor will sell certain of its assets to Assignee, including its entire right, title, and interest in the Marks together with the goodwill associated with the Marks;

**WHEREAS**, pursuant to Section 1.1(l) of the Asset Purchase Agreement, Assignee desires to acquire and Assignor desires to assign the Marks; and

**WHEREAS**, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights, title, and interest in and to the Marks and the goodwill of the business associated with such Marks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns unto Assignee, and its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill associated with the Marks, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Marks or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor, intending to be legally bound, has duly executed this Agreement as of the day and year first set forth above.

**ASSIGNOR**

**ROCKFISH SEAFOOD GRILL, LLC**

By: 

Name: Randall DeWitt

Title: Chief Executive Officer

STATE OF TEXAS

COUNTY OF DALLAS

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§  
§

On this 23<sup>rd</sup> day of July, 2008, before me a notary public, the undersigned, personally appeared Randall DeWitt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Kelly A. Moreau  
Notary Public

